



Comptroller General
of the United States

Washington, D.C. 20548

Decision

Matter of: S and T Services

File: B-252359

Date: June 15, 1993

Eddie Rye, Jr., and Howard Perry, for the protester.
Luzviminda C. McKittrick for Luzon Services Inc., an
interested party.
Capt. Elizabeth DiVecchio Berrigan, and Maj. Bobby G. Henry,
Jr., Department of the Army, for the agency.
Paula A. Williams, Esq., and Paul I. Lieberman, Esq., Office
of the General Counsel, GAO, participated in the preparation
of the decision.

DIGEST

Protest that proposal was improperly excluded from the competitive range is denied where the agency reasonably evaluated the proposal as containing significant weaknesses, including an overall lack of experience, that made the proposal technically unacceptable.

DECISION

S and T Services¹ protests the exclusion of its proposal from the competitive range under request for proposals (RFP) No. DAKF57-92-R-0007, issued by the Department of the Army for dining facility attendant services and full food services at Fort Lewis, Washington. The protester alleges that its proposal was improperly found technically unacceptable and excluded from the competitive range.

We deny the protest in part and dismiss it in part.

The RFP, issued on August 3, 1992, contemplated the award of a firm, fixed-price requirements contract for a 1-year base period with four 1-year options. The RFP contained detailed specifications governing the performance of the required services, and detailed instructions regarding the preparation of proposals. Award was to be made to the offeror submitting the best overall proposal based upon quality and price factors. The RFP advised that quality was

¹The protester is a joint venture comprised of Traction Systems, Inc. and State Management Services, Inc.

more important than price. The quality evaluation factor included three subfactors: quality control, management, and technical. Quality control and management were equal in importance, with technical less important. Several sub-subfactors were listed under each of the three subfactors. Price was to be evaluated on the basis of the total 5-year cost, inclusive of options.

Ten firms, including the protester, submitted initial proposals by the amended closing date of September 30, 1992. The proposals were evaluated by a technical evaluation panel, as a result of which four proposals were found to be fully acceptable and six were rated unacceptable and excluded from the competitive range.

S and T's proposal was found unacceptable and was excluded from the competitive range because it contained significant weaknesses which would require major revisions to the proposal in order to become acceptable.² S and T's proposal received a total score of 614 points out of a possible 1,000 points. Each of the four proposals included in the competitive range received a point score above 900, and was rated excellent or outstanding. The agency also found the protester's evaluated price, which was 31 percent below the government estimate, to be unrealistic. By letter dated January 22, 1993, S and T was informed that its proposal was excluded from the competitive range. This protest followed.

The essence of S and T's protest is that it submitted a low-cost, highly technical and complex proposal in the required format that should have been included in the competitive range with deficiencies made the subject of discussions.

²Proposals were to receive an adjectival rating of "outstanding," which was defined as having a very high probability of meeting the requirements with limited technical risk; "excellent," which was defined as having a high probability of meeting the requirements with limited technical risk; "satisfactory," which was defined as having a satisfactory probability of meeting the requirements with limited technical risk; "susceptible to being made acceptable," which was defined as having minor omissions or misunderstandings of the requirements which could be corrected without a complete revision with significant risk in meeting the requirements; or "unacceptable," which was defined as having major omissions or misunderstandings and the proposal cannot meet the requirements without major revisions.

The evaluation of proposals and the resulting determination as to whether a proposal is within the competitive range is primarily a matter of agency discretion. We will review these determinations only to ascertain whether they were reasonable and consistent with the RFP's evaluation criteria. Ronnac, Inc., B-243729, Aug. 19, 1991, 91-2 CPD ¶ 163. A protester's mere disagreement with the evaluation does not establish that it was unreasonable. United HealthServ Inc., B-232640 et al., Jan. 18, 1989, 89-1 CPD ¶ 43. Based on our review of the evaluation documents and S and T's proposal, we find no basis to object to either the evaluation of S and T's proposal, or to the Army's resulting decision to exclude the proposal from the competitive range.

The agency's consensus evaluation report listed major areas of concerns regarding S and T's quality proposal. The first area involved S and T's quality control plan which the evaluators found deficient because it failed to describe adequately S and T's approach to developing and maintaining a quality control program that would meet or exceed the standards set forth in the performance work statement (PWS). These standards include a method of identifying deficiencies in the quality of services performed and processes for corrective action. Although S and T's proposal included a discussion of its quality control program, the discussion was very general in nature and simply stated that the firm would develop standards consistent with the PWS against which its performance could be measured. For example, the plan contained minimal explanation of the procedures S and T would use to identify deficiencies in service in order to take corrective actions before the level of performance became unacceptable. The proposal simply provided for on the spot corrections of deficiencies, where possible, but lacked specific procedures to be used to ensure that other deficiencies--which did not lend themselves to on the spot corrections--would be corrected.

With regard to the customer complaint program, the solicitation required that offerors provide a medium for customers to report complaints and/or deficiencies, that the medium be accessible, and that the program be publicized so that customers could readily contact the contractor. In addition, the program was required to contain a description of the manner in which the contractor would promptly investigate any customer complaint and respond to the customer. S and T's complaint program was viewed as deficient because while the firm proposed the use of a customer complaint form, it provided no details on where the form would be made available to customers and did not provide for publicizing the program. More importantly, the evaluators found that the timeframe proposed by S and T to investigate and respond to customer complaints was unacceptable.

The evaluators were also concerned with the protester's proposal to send its employees home for 2 to 2.5 hours between each meal for a total of 4 to 4.5 hours per day. The evaluators determined that the protester could not perform all the specific tasks required (such as dining area preparation before and throughout each scheduled serving period, floor cleaning services, and dishwashing operations) and also send its employees home between meals. Therefore, they concluded that S and T had not proposed enough man-hours and attributed this deficiency to S and T's lack of experience in contracts of this size and scope.

The most serious deficiency the evaluators identified, however, was under the management evaluation factor. The evaluators found that the members of the joint venture did not have any experience comparable to the scope of the contract at Fort Lewis. Although both members of the joint venture listed experience in providing attendant services and full food services, there was nothing equivalent in size to the Fort Lewis effort--the largest dollar value contract of this type listed by Traction was approximately \$544,000.00 per year; the largest similar contract listed by State was for approximately \$1,900,000.00 per year; the work called for in this solicitation is in the \$6-\$8 million range.

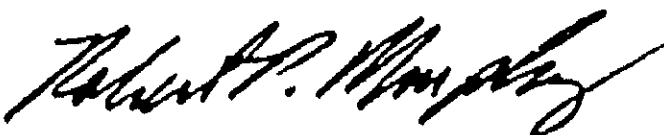
S and T contends that the evaluators did not give sufficient weight to the experience one of the joint venture members had in simultaneously performing a number of smaller food services contracts for the Army which had an aggregate value approximately equal to that required under this RFP. S and T argues that these numerous smaller contracts "could be viewed as one large operation." However, the responsibilities and contractual obligations under a series of smaller contracts are not necessarily the same as those under a larger contract such as the Fort Lewis effort, and the protester provides no basis for viewing them as equivalent here. Thus, S and T's contention provides no basis to question the reasonableness of the agency's determination that S and T lacked relevant experience in performing contracts comparable in size and scope to the requirements of this RFP.

In short, we conclude that the evaluation was reasonable and consistent with the RFP's evaluation criteria. In light of S and T's lack of experience, which could not be corrected through competitive range discussions, and other deficiencies discussed above, we think the agency could reasonably conclude that S and T's proposal was unacceptable and properly exclude the proposal from the competitive range. See ARINC Research Corp., B-248338, Aug. 19, 1992, 92-2 CPD ¶ 172.

Finally, S and T claims that ambiguities in the solicitation's price schedule contributed to the perceived deficiencies in its price proposal. The protester asserts that the contract line items (CLINS) listed on the RFP are ambiguous because they seek prices for any meal on any day and/or any two meals on any day without providing for differences in cost for different meals, or for cost differences for the same meal on a weekend day or holiday.

Generally, alleged ambiguities in a solicitation must be protested to our Office prior to the closing time for receipt of initial proposals. Bid Protest Regulations, 4 C.F.R. §21.2(a)(1) (1993); Dehler Mfg. Co., B-250850, Feb. 17, 1993, 93-1 CPD ¶ 152. Contrary to the protester's assertion, the failure to differentiate among the three types of meals to be served or among weekdays/weekends/holidays was apparent on the face of the solicitation. Accordingly, the alleged impropriety had to be protested no later than the closing date for receipt of proposals. Since S and T first protested after proposals were received and evaluated, this aspect of its protest is dismissed as untimely.

The protest is denied in part and dismissed in part.


for James F. Hinchman
General Counsel